

APPLICATION FOR APPEARANCE BOND

**AMERICAN SURETY COMPANY
ALPHA BONDING COMPANY
200 MEMORIAL DRIVE S.W., ATLANTA, GEORGIA 30303**

DEFENDANT _____
AGENT _____
POWER NO. _____
EXECUTION DATE _____
BOOKING NO. _____
CASE NO. _____
TRIAL DATE _____ TIME _____
AMOUNT PAID _____ # _____
SECURITY DEPOSIT _____ # _____
BALANCE _____

I, the undersigned, do hereby apply to you to act as my surety in the amount of _____ in the _____ Court of _____ wherein I am charged with _____ and I agree to the following terms and conditions prescribed by the State Insurance Department.

TERMS AND CONDITIONS

The following terms and conditions are an integral part of this application for appearance Bond No. _____ Date _____ for which ALPHA BONDING COMPANY shall receive a premium in the amount of _____ Dollars (_____)

- 1. ALPHA BONDING COMPANY, as surety, shall have control and jurisdiction over the Defendant during the term for which the bond is executed and shall have the right to apprehend, arrest and surrender the Defendant to the proper officials at any time as provided by law.
- 2. In the event surrender of Defendant is made prior to the time set for Defendant's appearances and for reason other than as enumerated below in paragraph 3, then Defendant shall be entitled to a refund of the bond premium.
- 3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of Defendant's obligations hereunder are:
 - (a) If Defendant shall depart the jurisdiction of the Court without written consent of the Court and ALPHA BONDING COMPANY, or its Agent.
 - (b) If Defendant shall move from one address to another without notifying ALPHA BONDING COMPANY or its Agent in writing prior to said move.
 - (c) If Defendant shall commit any act which shall constitute reasonable evidence of Defendant's intention to cause a forfeiture of said bond.
 - (d) If Defendant is arrested and incarcerated for any offense other than a minor traffic violation.
 - (e) If Defendant shall make any material false statement in the application.

DEFENDANT'S LAST NAME _____ FIRST _____ MIDDLE _____ PHONE _____
 ADDRESS _____ CITY _____ STATE _____ ZIP _____ HOW LONG _____
 PREVIOUS ADDRESS _____ CITY _____ STATE _____ ZIP _____ HOW LONG _____
 EMPLOYER _____ SUPERVISOR _____ HOW LONG _____
 ADDRESS _____ CITY _____ STATE _____ ZIP _____ PHONE _____
 DRIVER'S LICENSE NO. _____ STATE _____ SOCIAL SECURITY NO. _____
 DATE OF BIRTH _____ HEIGHT _____ WEIGHT _____ EYES _____ HAIR _____ RACE _____ SEX _____ TATOO'S/SCARS _____
 EMAIL _____
 SPOUSE'S NAME _____ EMPLOYER _____ PHONE _____
 OLDEST CHILD IN SCHOOL _____ AGE _____ SCHOOL _____
 REFERENCE _____ RELATIONSHIP _____ PHONE _____
 REFERENCE _____ RELATIONSHIP _____ PHONE _____
 REFERENCE _____ RELATIONSHIP _____ PHONE _____
 REFERENCE _____ RELATIONSHIP _____ PHONE _____
 REFERENCE _____ RELATIONSHIP _____ PHONE _____
 REFERENCE _____ RELATIONSHIP _____ PHONE _____
 ATTORNEY _____ ADDRESS _____ PHONE _____
 ARRESTED BEFORE _____ CONVICTED _____ OFFENSE _____
 HAVE YOU EVER BEEN UNDER BAIL? _____ AGENT/SURETY _____ PHONE _____
 ARE YOU UNDER BAIL NOW? _____ AGENT /SURETY _____ PHONE _____
 ARE YOU ON PROBATION? _____ PROBATION OFFICER _____ PHONE _____
 ARE YOU ON PAROLE? _____ PAROLE OFFICER _____ PHONE _____
 AUTOMOBILE-YEAR _____ MAKE _____ MODEL _____ COLOR _____ LIC NO. _____ STATE _____
 REMARKS _____

The Defendant hereby affirms that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of inducing the Surety to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be relied on fully In addition, the Defendant hereby authorizes and directs his relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue Service, the state Department of Disability Insurance, the United States Armed Forces, the state Division of Motor Vehicles, all Municipal, County, State and Federal Law Enforcement Agencies and any other persons or organizations having information concerning the Defendant's whereabouts to give such information to Alpha Bonding Company and its assigns and/or duly authorized representatives. The Defendant understands that any information obtained will be used for the purpose of securing his or her appearance and/oapprehension for Court appearance, and for the purpose of securing reimbursement for any expenses incurred as a result of Defendant's non-appearance. The Defendant hereby waives his or her rights with respect to the Privacy Act and authorizes the use of copies of this document by American Surety Company and its assigns and/or duly authorized representatives. In addition, if the Defendant escapes from the custody of Alpha Bonding Company and is subsequently captured in a State of the United States other than the one in which the original charge was filed, or in a foreign country, the Defendant does hereby agree to return voluntarily to the State of original jurisdiction, and does hereby waive extradition proceedings and further consents to the application of such force as may be necessary to effect such return.

SIGNED AND DELIVERED THIS _____ DAY OF _____, _____.

AGENT WITNESS HERE _____ DEFENDANT'S SIGNATURE _____

MAILING ADDRESS _____

AMERICAN SURETY COMPANY
ALPHA BONDING COMPANY
200 MEMORIAL DRIVE S.W., ATLANTA, GA 30303

DEFENDANT _____
AGENT _____
POWER NO. _____
EXECUTION DATE _____

INDEMNITY AGREEMENT

LAST _____ FIRST _____ MIDDLE _____ PHONE _____
DRIVER'S LICENSE NO. _____ STATE _____ SOCIAL SECURITY NO. _____ DATE OF BIRTH _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____ HOW LONG? _____
EMPLOYER _____ PHONE _____ HOW LONG? _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
EMAIL ADDRESS _____
SPOUSE'S LAST NAME _____ FIRST _____ DATE OF BIRTH _____ PHONE _____
EMPLOYER _____ PHONE _____ HOW LONG? _____
AUTOMOBILE-YEAR _____ MAKE _____ MODEL _____ COLOR _____ LIC NO. _____ STATE _____
HOME: BUY _____ RENT _____ LEASE _____ FROM WHOM? _____ PHONE _____
REFERENCE _____ RELATIONSHIP _____ PHONE _____
REFERENCE _____ RELATIONSHIP _____ PHONE _____
REFERENCE _____ RELATIONSHIP _____ PHONE _____
REFERENCE _____ RELATIONSHIP _____ PHONE _____
REFERENCE _____ RELATIONSHIP _____ PHONE _____
REFERENCE _____ RELATIONSHIP _____ PHONE _____

IMPORTANT! AMERICAN SURETY COMPANY accepts and authorizes its representatives to accept only specific forms of collateral as security.

THIS ACCEPTABLE COLLATERAL IS LIMITED TO:

- 1. CASH including cashier's checks, money orders and certified checks;
- 2. Properly assigned SAVINGS ACCOUNTS represented by passbooks, or properly assigned CERTIFICATES OF DEPOSIT;
- 3. Approved and properly assigned STOCKS AND BONDS;
- 4. REAL ESTATE evidenced by properly executed mortgages, deeds of trust or confessions of judgment in favor of AMERICAN SURETY COMPANY in accordance with applicable state law.

IMPORTANT! Representatives are not authorized to accept and AMERICAN SURETY COMPANY is not responsible for any type of form of collateral other than collateral enumerated above.

YOU ARE ASSUMING SPECIFIC OBLIGATIONS-READ CAREFULLY!

This AGREEMENT is made by and between the undersigned Defendant, Indemnitors, and American Surety Company through its duly authorized Agent

ALPHA BONDING COMPANY

WHEREAS, American Surety Company(hereinafter called "Surety"), at the request of the Indemnitor has or is about to become Surety on an appearance bond for Defendant in the sum of _____ Dollars (\$ _____)

by its certain bond executed on power of attorney number(s) _____

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties jointly and severally agree as follows:

- 1. That the Indemnitors will have Defendant forthcoming before the Court named on said Bond at the time(s) therein fixed, and at such other times as may be ordered by the Court.
- 2. For goods and valuable consideration, the undersigned principal and/or indemnitor agree(s) to indemnify and hold harmless the Surety Company or its agent for all losses not otherwise prohibited by law or by rules of the Department of Insurance. The indemnitors will at all times indemnify and save the Surety harmless from and against any and all claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments, or adjudications, whatsoever which the Surety shall or may for any cause sustain or incur, by reason of Surety having executed said Bond or undertaking, and will, upon demand, place the Surety in funds to meet all such claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders judgments, or adjudications against it, by reason of its Suretyship, and before the Surety shall be required to pay the same.
- 3. The Indemnitors agree not to make, or attempt, any transfer of property, real or personal, in which they may have to may acquire any interest, and they agree that the Surety shall have a lien upon all property of Indemnitors for sums due Surety or for which Surety has or may become liable by reason of having executed the Bond referred to herein.
- 4. That the voucher, or any other evidence of any payment made by the Surety, by reason of this Suretyship, shall, in itself, be conclusive evidence of such payment as to the Indemnitors, their estate, and those entitled to share in their estate, and their successors and assigns.
- 5. That the Surety may withdraw, at any time provided by law, from its Suretyship upon the Bond or undertaking herein, without liability to any party.
- 6. That Indemnitors' liability to Surety is not limited to the Bond referred to herein, but shall apply to all other bonds or undertakings issued by Surety at the request of Indemnitors.
- 7. That Indemnitors' obligations and indemnities as contained herein shall not terminate upon exoneration of the bond or undertaking but shall continue until such time that Surety is relieved of all duties, demands, liabilities, obligations, costs or expenses in any way related thereto.
- 8. That the waiver by Surety of any breach of any term or condition herein shall not be deemed a waiver of same of any subsequent breach of the same term or condition, and that failure of any Indemnitor to comply with the terms and conditions herein shall not act as or be construed as a release or waiver as to the remaining Indemnitor who shall remain liable and bound by all provisions of this Agreement.
- 9. This Agreement shall be construed and enforced under the laws of the State of Georgia. In the event any of the provisions of this Agreement as inconsistent with the laws of this State, this Agreement, as to these provisions only, shall be null and void, and the remainder shall be enforced with the same effect as though such provisions were omitted.
- 10. The use of the plural herein shall include the singular. Obligations of the Indemnitors shall be joint and several and the provisions of this Agreement shall be binding upon Indemnitors' heirs, successors, representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20_____.

The undersigned Defendant and Indemnitor(s) acknowledge receipt of this Financial Statement and Indemnity Agreement and have received a copy of all other documents signed relating to the bond(s).

WITNESSES:

X
Signature of Defendant

X
Signature of Indemnitor

STATE OF _____
COUNTY OF _____
On this _____ day of _____, before me personally appeared _____, to me known to be the person(s) described in and who, executed the foregoing instrument and _____ thereupon acknowledged to me that _____ executed the same.
My Commission Expires _____ Notary Public _____

ALPHA BONDING COMPANY
200 MEMORIAL DRIVE S.W., ATLANTA, GEORGIA 30303

DATE _____

I UNDERSTAND THAT IS SIGNING THE BOND FOR _____
IN THE AMOUNT OF _____ THAT I AGREE TO MAKE SURE THE SUBJECT IN IN COURT
FOR ALL APPEARANCES UNTIL COURT DISPOSITION IS FINAL. IF SUBJECT IS INCARCERATED IN ANOTHER
FACILITY OR CANNOT APPEAR THAT I WILL MAKE THE APPEARANCE FOR _____
AND ADVISE THE COURT OF HIS/HER REASON FOR NON-APPEARANCE.

I UNDERSTAND THAT IF I STILL FAIL TO PERFORM THIS DUTY AND A RULE NISI ORDER IS SIGNED AND
DELIVERED TO THE BONDING COMPANY BY THE JUDGE THAT ANY SECURITY MONEY PAID IS NON-
REFUNDABLE FOR ANY REASON. I ALSO UNDERSTAND THAT IF SUBJECT OWES A BALANCE TO THE BONDING
COMPANY THAT I CAN BE HELD RESPONSIBLE FOR THIS AMOUNT.

I AGREE TO RE-PAY THIS MONEY WITHIN 30 DAYS OF THE NON-APPEARANCE IN COURT UNLESS OTHER
ARRANGEMENTS HAVE BEEN MADE WITH MANAGEMENT.

I UNDERSTAND IN SIGNING THAT SECURITY MONEY WILL BE GIVEN BACK AFTER 14 WORKING DAYS
FROM THE SETTLED DATE OF THE CASE. THE SECURITY MONEY IS GIVEN BACK TUESDAY THROUGH THURSDAY
FROM 9A.M. TO 3P.M.

CO-SIGNER _____

ALPHA BONDING COMPANY
200 MEMORIAL DRIVE S.W., ATLANTA, GEORGIA 30303

I understand and agree that you, as my Bail Agent, shall have control and jurisdiction of me during the term for which the bond is executed and that you will have the right to surrender me on this Bond at any time that you may desire, as provided by law. I further agree and understand that I will not leave the jurisdiction of the County without the permission of the Bondsman, nor commit any further offenses that will subject me in any subsequent arrest by any authority, nor fail to pay any premium due. I will notify promptly my Bondsman of any change of address(es) and carefully comply with all specific instructions given to me by my Bondsman. Further, I understand and agree that failure to comply with any of the herein contained conditions shall be cause for immediate surrender without any liabilities for the return of any premium. "Persons on Federal Bonds have other restrictions of the Court" for good and valuable consideration, the undersigned principal hereby agrees to indemnify and save harmless 100% Bonding Company, as surety, from any loss that they may sustain as a consequence and incident to the execution of the foregoing and that principal hereby acknowledges that if the foregoing surety shall be required to make payment of any such sum in connection with the execution of the foregoing Bond, that he/she is responsible and admits herein his/her indebtedness in the said surety.

CONSENT

I, HEREBY, authorize ALPHA BONDING COMPANY, and/or its assigns to receive any criminal history record information pertaining to me which may be in the files of any Federal, State, or Local criminal justice agency in the United States or any Foreign country. I further authorize ALPHA BONDING COMPANY, and/or its assigns to receive any drivers or other license, Department of Labor, Social Security Administration, telephone company or other utility company, medical hospital, postal office, apartment or homeowner lease purchase, employers, credit history, bank savings and loan, finance company, attorney/legal services, scholastic, license plate and any other information or records, pertaining to me which may be in the files of any individual company, and Federal, State, Local or Foreign governmental agency. This includes, but is not limited to, all Federal and State privacy acts, such as the family education rights ad privacy act. I understand that all information obtained will be used for criminal investigation against myself in the event that I do not appear in Court and agree that his/her consent shall be valid until such time as case has been disposed. In addition to authorizing ALPHA BONDING COMPANY, and or its assigns, to receive all above information records. I authorize all above entities to release such information records to ALPHA BONDING COMPANY, and/or its assigns. Any entities releasing information records shall be held harmless from all liabilities by myself.

_____ DATE
FULL NAME (PRINT)

STREET ADDRESS

DOB RACE SEX SSN DRIVER'S LICENSE NO. STATE

VEH YEAR MAKE MODEL COLOR LIC NO. STATE

DEFENDANT'S SIGNATURE NOTARY

WITNESS

I, _____ affirm that _____ is the true
(indemnitor) (Principal)

and correct legal name of the person listed on the Bond Application numbered _____ with ALPHA BONDING COMPANY.
As Indemnitor, I am responsible for the accuracy and truthfulness of the information so listed on the Bond. I have received a copy of this affidavit.

This _____ day of _____, _____
Indemnitor (Responsible Party)

ALPHA BONDING COMPANY
200 MEMORIAL DRIVE S.W., ATLANTA, GEORGIA 30303

NOTICE

TO ALL PERSONS CO-SIGNING ON A BOND...

YOUR OBLIGATIONS ARE: IF THE PERSON FAILS TO APPEAR IN COURT:

1. TO BRING THE PERSON BACK TO THE BONDING COMPANY
IF THIS CANNOT BE ACCOMPLISHED...
2. YOU WILL BE REQUIRED TO PAY A BAIL ENFORCEMENT AGENT A MINIMUM FEE OF \$300.00 OR 12% OF
THE TOTAL BOND, WHICH EVER IS GREATER TO LOCATED THIS PERSON AND SURRENDER THIS PERSON
BACK TO JAIL
IF THIS CANNOT BE ACCOMPLISHED...
3. YOU WILL BE REQUIRED TO PAY THE BOND IN FULL PLUS ANY COURT COSTS AND/OR ATTORNEY FEES
WITHIN 30 DAYS OF THE DATE OF FORFEITURE.

INDEMNITOR _____

NOTICE

IF ANYONE GIVES FALSE INFORMATION ABOUT THE DEFENDANT OR THEMSELVES AS CO-SIGNERS, THEY WILL
BE PROSECUTED FOR PERJURY IN SUPERIOR COURT FOR FALSIFYING A LEGAL DOCUMENT. ALSO, BE SURE TO
GET A RECEIPT FOR ANY MONEY PAID.

DATE _____

INDEMNITOR _____

AGENT _____

DEFENDANT _____

ALPHA BONDING COMPANY
200 MEMORIAL DRIVE S.W., ATLANTA, GA 30303

PAYMENT PLAN AGREEMENT

DEFENDANT'S NAME _____ DATE _____ THE BOND FEE
ON YOUR BOND IS _____. LESS THE AMOUNT PAID TODAY
OF _____ RECEIPT NO. _____. THE TOTAL AMOUNT DUE
IS _____. YOUR AGREED PAYMENTS AND TERMS AS FOLLOWS:

_____ WEEKLY _____ BI-WEEKLY _____ MONTHLY _____ PAID IN FULL

YOUR FIRST PAYMENT WILL BE DUE ON _____ FOR _____ AND EVERY
_____ THEREAFTER UNTIL PAID IN FULL. YOU AGREE THAT THE BALANCE IS TO BE
PAID IN FULL NO LONGER THAN _____

PROMISSORY NOTE

WE THE UNDERSIGNED, AFTER DATE _____ PROMISE TO PAY THE ORDER OF
_____ DOLLARS PAYABLE AT VALUE RECEIVED WITH INTEREST ACCRUING UNTIL PAID 15%
PER ANNUM, WITH ALL COSTS OF COLLECTION, INCLUDING THIRTY PERCENT (30% AS ATTORNEY'S FEES, IF
COLLECTED BY LAW OR THROUGH AN ATTORNEY). AND EACH OF US, WHETHER PRINCIPAL, SECURITY,
GUARANTOR, ENDORSER OR OTHER PARTY HERETO, HEREBY SEVERALLY WAIVES AND RENOUNCES EACH
FOR HIMSELF AND FAMILY, ANY AN ALL HOMESTEAD OR EXEMPTION RIGHTS EITHER OF US OR THE
FAMILY OF EITHER OF US, MAY HAVE UNDER OR BY VIRTUE OF CONSTITUTION OR LAWS OF GEORGIA, ANY
OTHER STATE OF THE UNITED STATES, AS AGAINST THIS DEBT OR ANY RENEWAL THEREOF, AND EACH
FURTHER WAIVES DEMAND, PROTEST AND NOTICE OF DEMAND, PROTEST AND NON-PAYMENT. GIVEN
UNDER THE HAND AND SEAL OF EACH PARTY THIS DAY _____ OF _____, _____.

WITNESS _____ DEFENDANT _____
INDEMNITOR _____

ALPHA BONDING COMPANY
200 MEMORIAL DRIVE S.W., ATLANTA, GA 30303

CREDIT CARD TRANSACTION

DATE _____

DEFENDANT'S NAME _____

CO-SIGNER _____

CARD BEING USED MC VISA AE DEBIT

NAME OF CREDIT CARD _____

ACCOUNT # _____

EXPIRATION DATE _____

AMOUNT OF BOND _____

SECURITY DEPOSIT _____

SURCHARGE(S) _____

CREDIT PAYMENT _____

TOTAL _____

NOTES _____

